

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name and Address of Registrant**

Conover + Gould, Strategic Communications, Inc. 3520 Connecticut Avenue, Washington, D.C. 20008

**2. Registration No.**

6205

**3. Name of Foreign Principal**

Government Communications Office of the State of Qatar

**4. Principal Address of Foreign Principal**

Care of the Embassy of the State of Qatar 2555 M St, NW  
Washington D.C. 20037

**5. Indicate whether your foreign principal is one of the following:**

- ☒ Government of a foreign country<sup>1</sup>
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee             |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group       |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual-State nationality \_\_\_\_\_

**6. If the foreign principal is a foreign government, state:****a) Branch or agency represented by the registrant**

Government Communications Office of the State of Qatar

**b) Name and title of official with whom registrant deals**

Sheikh Saif bin Ahmed Al-Thani, Director of the Government Communications Office

**7. If the foreign principal is a foreign political party, state:****a) Principal address****b) Name and title of official with whom registrant deals****c) Principal aim**

<sup>1</sup> "Government of a foreign country," as defined in Section 1(c) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
		 <small>Digitally signed by Heather C Conover DN: cn=Heather C Conover, o=ou, email=hconover@conovergould.com, c=US Date: 2017.07.12 16:56:14 -04'00'</small>

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Conover + Gould, Strategic Communications, Inc. 352 0 Connecticut Avenue, Washington, D.C. 20008	2. Registration No. 6205
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3. Name of Foreign Principal  
Government Communications Office of the State of Qatar

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Strategic communications counsel and support on behalf of the Government Communications Office of the State of Qatar as a subcontractor to Information Management Services Inc.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Strategic communications counsel and support for the Government Communications Office of the State of Qatar.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Support to promote the strategic partnership between the State of Qatar and the United States.

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
		

Digitally signed by Heather C Conover  
 DN: cn=Heather C Conover, o=ou,  
 email=hconover@conovergould.com,  
 c=US  
 Date: 2017.07.12 16:57:08 -0400

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



June 29, 2017

Ms. Heather Conover  
President  
Conover + Gould Strategy Group  
3250 Connecticut Avenue NW  
Washington, DC 20008

Re: Engagement of Services

Dear Ms. Conover:

This letter will formalize IMS, Inc.'s ("IMS") ongoing relationship with Conover + Gould Strategic Communications, Inc. DBA Conover + Gould Strategy Group ("C+G") in providing communications support services in support of an IMS client.

#### **ROLES AND RESPONSIBILITIES**

This letter sets forth the agreement between C+G and IMS, whereby C+G will provide to IMS the services described herein. C+G agrees that it will not disclose its work or work product hereunder to third parties without IMS's consent, other than: (1) in furtherance of C+G providing the Products and Services described in this Agreement; (2) as may be required by law, regulation, or judicial or administrative process; (3) in accordance with applicable professional standards, or; (4) in connection with litigation arising hereunder. Nothing contained herein shall be deemed, considered or intended to be a waiver of any applicable privilege.

The goal of C+G's engagement is to provide communications services in support of the State of Qatar.

C+G will provide direct support and engagement to IMS and the State of Qatar and accordingly, will be responsible for registering under FARA.

#### **The products and services that C+G will provide follow:**

- Strategic communications counsel
- Direct communications support and engagement

#### **FEES, COSTS AND EXPENSES**

##### **Monthly Fees**

The Professional Service Fee for support is One Hundred Thousand US Dollars per month (\$100,000) paid monthly on the first day of each month in advance of the month for which C+G

is providing services. IMS and C+G agree that payment of this Professional Service Fee shall be predicated upon full and timely payments by the IMS's client of all amounts due to the IMS under separate agreement with the client. Payment will be made by Wire Transfer.

**Travel, Lodging and Other Expenses:**

All expenses incurred in the performance of C+G's services will be reimbursed on a monthly basis. Expenses include only expenses directly related to this client not general expenses, including vendors, printing, supplies, telephone, travel, lodging, messenger, postage, telecommunications and those items specifically authorized by IMS. Expenses over \$500 must be preapproved in writing by IMS.

**CHOICE OF LAW**

This Agreement shall be governed and construed in accordance with and pursuant to the laws of the Commonwealth of Virginia without giving effect to any choice of conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

**LIMITATION ON LIABILITY**

In recognition of the relative risks and benefits of the Products and Services described herein to both IMS and C+G, the risks have been allocated such that IMS agrees, that except for C+G's intentional misconduct, material errors or gross negligence, C+G, its personnel and its officers will not be liable to IMS for any claims, liabilities, or expenses relating to this engagement. Except in cases of C+G's intentional misconduct, material errors or gross negligence, C+G, its personnel and its officers will not be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this engagement. The Limitation on Liability provisions of this engagement letter will apply to the fullest extent of the law, whether arising from breach of contract, negligence, or other common law or statutory theory of recovery, or claims expenses from any cause or causes, and shall include attorney's fees and costs and expert witness fees and costs. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract or equity. These provisions and the other agreements and undertakings contained in this engagement letter will survive the completion or termination of this engagement.

**TERMINATION**

This agreement may be terminated at any time by either IMS or C+G upon thirty (30) days prior written notice to the other party. Upon termination, any fees and expenses owed to C+G by IMS through the effective date of termination will be due and payable within thirty (30) days thereafter.

### **AGREEMENT**

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Each of the parties has caused this agreement to be executed by its duly authorized representative effective as of the date written above.

### **CONFLICTS OF INTEREST**

C+G may perform similar services for other clients, provided that C+G will not perform such services for any other organization that directly or indirectly compete with the business activities of IMS or that conflict with any services to be performed by C+G for IMS and IMS's client. Without IMS's prior consent, C+G shall not represent or provide any services to IMS's client or parties associated with client arising as a result of this Agreement, during the term of this Agreement. C+G further agrees that if, during the term of this Agreement it determines that a client represented by C+G has or may potentially have an interest adverse to the interest of IMS, C+G shall immediately disclose in writing such conflict or potential conflict of interest to IMS. C+G's written disclosure shall provide sufficient information concerning the conflict, including, but not limited to, name of the client presenting the conflicting position, the nature of the conflict, and the extent to which C+G is unable to provide the consulting services. Upon receipt of such disclosure, IMS, in its sole discretion, shall take any appropriate action, up to and including termination of this Agreement.

### **NON-SOLICITATION.**

During the term of C+G's service to IMS, including any extensions, and for an additional two (2) years following its termination, C+G agrees that it will not directly or indirectly solicit or attempt to solicit any referral for work related to IMS's work for IMS's client or otherwise recommend or facilitate the engagement of any consultant or vendor by IMS's client or parties associated with client arising as a result of this Agreement without IMS's prior written consent.

### **CONFIDENTIALITY.**

During the term of C+G's service to IMS, C+G will not directly or indirectly use or disclose, which includes, but is not limited to, use or disclosure through the Internet or blogging, any Confidential Information (defined below) or Trade Secret (defined below) except when determined solely and exclusively by IMS that such disclosure is in the interest and for the benefit of IMS and IMS's client. After the termination of C+G's service to IMS, for whatever reason, C+G will not directly or indirectly use or disclose any Trade Secret. C+G will not directly or indirectly use or disclose any Confidential Information until such time as the Confidential Information becomes generally available to the public through no fault of C+G. C+G further agrees not to use or disclose at any time other information received by IMS from others except in accordance with IMS's contractual or other legal obligations respecting third parties. At all times Confidential Information and Trade Secrets will remain the property of IMS or IMS's Client. At any time that it is requested by IMS and automatically at the termination of this Agreement, C+G shall return to IMS all Confidential Information and Trade Secrets in

possession of C+G, including those materials connected with or derived from the consulting services.

**Trade Secret.** The term "Trade Secret" has that meaning set forth under applicable law.

**Confidential Information.** The term "Confidential Information" means all information about or related to IMS and IMS's Client that is not known generally to the public or IMS's competitors, regardless of whether such information qualifies as trade secret information under law.

Examples of Confidential Information include, but are not limited to, the following:

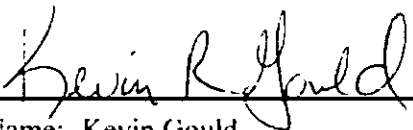
(i) information about strategy, content of internal team meetings, staff discussions, policies and political objectives under development, research, development or business plans, financial information, client or supporter or donor lists, information about transactions with clients, sales and marketing strategies and plans, pricing strategies, information relating to sources of materials and production costs, personnel information and business records; and, (ii) information which is marked or otherwise designated as confidential or proprietary by IMS or IMS's client.

**IMS, Inc.**

**Conover + Gould Strategy Group**

\_\_\_\_\_  
Name: Jeff Klueter

Title: President

  
\_\_\_\_\_  
Name: Kevin Gould

Title: Executive Vice President

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